

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE: :
FLIPDADDY'S, LLC : Case No. 18-14408
Debtor : Chapter 11
Judge Hopkins

MOTION OF FORD MOTOR CREDIT CO.
FOR RELIEF FROM STAY
(2017 TRANSIT CONNECT VAN; FORD ACCT. NO. xxxx2487)

Now comes Ford Credit and respectfully moves the Court pursuant to 11 U.S.C. § 362(d) for an order granting it relief from stay saying as follows:

1. The within case is a case under Ch. 11 of Title 11; Ford Credit is a secured creditor of the Debtor under the terms of the Note and Security Agreement attached hereto as an Exhibit. As security for the repayment of its debt, Ford Credit holds a valid and perfected lien on a 2017 Transit Connect Van which secures to be paid to it the sum of \$10,177.31.

2. Movant says the Debtor does not need the property for an effective reorganization. The account is due for the payment due 9/21/2020. Monthly payments are \$558.07.

3. The vehicle has an estimated value of \$11,100.00, evidenced by the Manheim Market Report attached hereto.

4. Movant says that cause exists for relief from stay.

WHEREFORE, Ford Credit respectfully moves the Court for an order granting it relief from stay.

/s/ John A. Schuh

John A. Schuh / Ohio Reg. 0015292
Attorney at Law
2368 Victory Parkway, Suite 650
Cincinnati, OH 45206
(513) 321-2662 / (513) 321-0855 (fax)
jaschuhohecf@swohio.twcbc.com

CERTIFICATE OF SERVICE

I hereby certify that on 11/13/2020, a copy of the foregoing Motion was served on the following registered ECF participants, electronically through the Court's ECF System at the email address registered with the Court:

Office of the U.S. Trustee

and on the following by ordinary U.S. Mail addressed to:

Steven L. Diller
Attorney at Law
124 East Main Street
Van Wert, OH 45891

Flipdaddy's, LLC
7406 Jager Court
Cincinnati, OH 45230

Flipdaddy's, LLC
c/o Bob Dames, Statutory Agent
7453 Wooster Pike
Cincinnati, OH 45227

Requesting Notice:

Benjamin M. Rodriguez
Attorney at Law
50 E. Business Way, Suite 410
Cincinnati, OH 45241
Jason M. Torf
Attorney at Law
500 West Madison Street, Suite 3700
Chicago, Illinois 60661

Barry Fagel
Attorney at Law
312 Walnut Street, Suite 3100
Cincinnati, OH 45202

Brian T. Giles
1470 Apple Hill Road
Cincinnati, OH 45230

John C. Cannizzaro
Attorney at Law
250 West Street, Suite 700
Columbus, OH 43215

Jason M. Torf
Attorney at Law
200 W. Madison Street
Suite 3500
Chicago, IL 60606

Rocco I. Debitetto
Attorney at Law
200 Public Square
Suite 2800
Cleveland, OH 44114

Casey M. Cantrell Swartz
Attorney at Law
One East Fourth Street
Fourth Floor
Cincinnati, OH 45202

Gregory D. Delev
Attorney at Law
1050 Delta Avenue, Suite 1000
Cincinnati, OH 45208

Benjamin M. Rodriquez
Attorney at Law
50 E. Business Way, Suite 410
Cincinnati, OH 45241

20 Largest Unsecured Creditors:

Belden Hill Private Equity, Inc.
160 Beldon Hill Road
Wilton, CT 06897

Coca-Cola Bottling Co. Consolidated
PO Box 602937
Charlotte, NC 28260

Dennis and Marsha Angelillo
370 Coppermill Road
Wethersfield, CT 06109

Edward Beadle
168 Langford Lane
East Hartford, CT 06118

F Collett, LLC
3702 Fairfax Avenue
Dallas, TX 75209

Giles & Lenox LLC
1018 Delta Avenue, Suite 202
Cincinnati, OH 45208

Gordon Food Service
4980 Gateway Blvd.
Springfield, OH 45502

Guggenheim
3000 Internet Blvd. #570
Frisco, TX 75034

IRC Retail Centers
PO Box 6351
Carol Stream, IL 60197

Marshmallow Products
684 Dunwoodie Drive
Cincinnati, OH 45230

New Century Dynamics, Inc.
9370 Stoney Ridge Lane
Johns Creek, GA 30022

Nyhart Business Interest, LLC
575 Indian Hill Trail
Cincinnati, OH 45243

Phillip Fanning
62 Jaques Lane
South Windsor, CT 06074

Plante & Moran, PLLC
16060 Collections Center Drive
Chicago, IL 60693

Robert Dames
444 Ashworth Ct.
Cincinnati, OH 45255

Steven A. Crawford
423 Knollwood Drive
Highland Heights, KY 41076

The Fortuity Group
151 West Congress Street, Suite 420
Detroit, MI 48226

Thomas B. Kearney
7844 Classics Drive
Naples, FL 34113

UBS Financial Services
184 Liberty Corner Road, 1st Floor
Warren, NJ 07059

/s/ John A. Schuh

John A. Schuh
Attorney for Ford Motor Credit

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE:	:	Case No. 18-14408
FLIPDADDY'S, LLC	:	Chapter 11
Debtor	:	Judge Hopkins

NOTICE OF MOTION FOR RELIEF FROM STAY

Ford Motor Credit Co. has filed papers with the court to obtain relief from stay or in the alternative an order granting adequate protection payments.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the court to grant the relief sought in the motion, then on or before **twenty-one (21) days from the date set forth in the certificate of service for the motion**, you must file with the court a response explaining your position by mailing your response by regular U.S. Mail to

Clerk, U.S. Bankruptcy Court
S.D. of Ohio at Cincinnati
Suite 800, Atrium Two
221 E. 4th St.
Cincinnati, Ohio 45202

OR your attorney must file a response using the court's ECF System.

The court must **receive** your response on or before the above date.

You must also send a copy of your response either by 1) the court's ECF System or by 2) regular U.S. Mail to:

John A. Schuh
Schuh & Goldberg, LLP
Attorney for Ford
2368 Victory Parkway, Suite 650
Cincinnati, Ohio 45206

Office of the U.S. Trustee
36 E. Seventh St.
Suite 2030
Cincinnati, OH 45202

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion/objection and may enter an order granting that relief.

Date: November 13, 2020

/s/ John A. Schuh

John A. Schuh
Ohio Reg. 0015292
Attorney at Law
2368 Victory Parkway, Suite 650
Cincinnati, OH 45206
(513) 321-2662 (phone)
(513) 321-0855 (fax)
jaschuh@ecf.swohio.twcbc.com



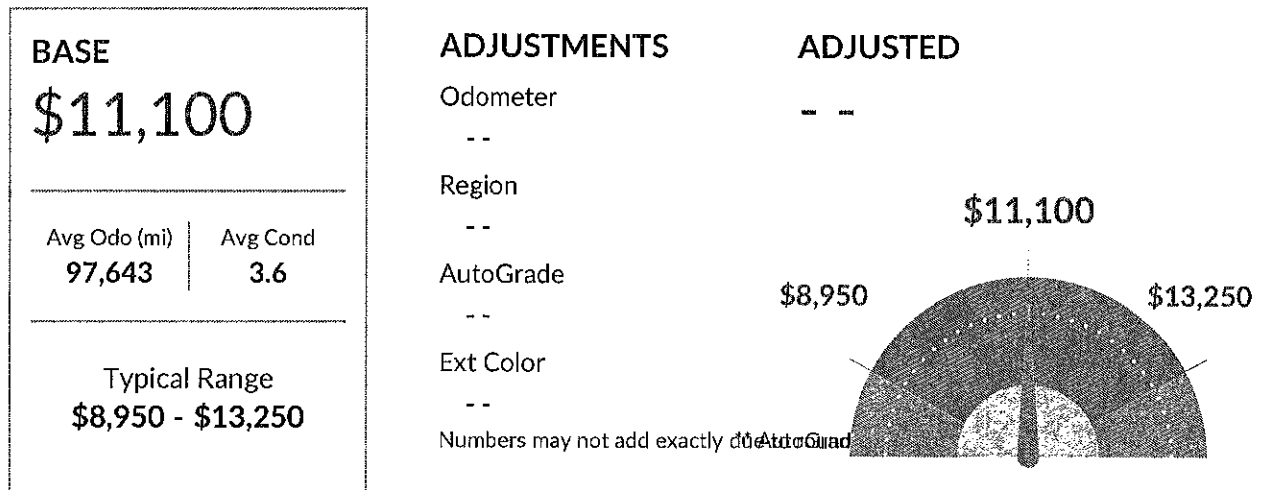
MANHEIM MARKET REPORT November 12, 2020 US Edition

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2017 FORD TRANSIT CONNECT 4D WAGON 2.5L XLT LWB

NM0LS7F71H1307393

MMR



▼ Similar Vehicles for Sale

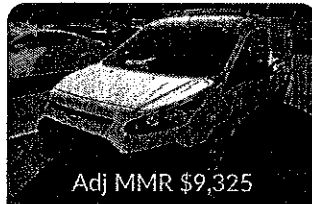
[View All >](#)



'16 Transit Conn...

XL

94,006mi | CR 4.2



'16 Transit Conn...

XL

104,440mi | CR 2.2



'16 Transit Conn...

XLT

103,721mi | CR 4.3

▼ Transactions | Showing 12 of 12

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Fill in this information to identify the case:

Debtor 1 Flipdaddy's, LLC

Debtor 2 N/A
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Ohio (Cincinnati)

Case number 18-14408

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Ford Motor Credit Co., LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Ford Motor Credit Co., LLC</u> Name <u>P.O. Box 62180</u> Number Street <u>Colorado Springs CO 80962</u> City State ZIP Code Contact phone <u>1-800-955-8532</u> Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Ford Motor Credit Co., LLC</u> Name <u>Dept. 55953, P.O. Box 55000</u> Number Street <u>Detroit MI 48255</u> City State ZIP Code Contact phone <u>1-800-955-8532</u> Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>2</u> <u>4</u> <u>8</u> <u>7</u>
7. How much is the claim?	\$ <u>19,866.81</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Money loaned</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input checked="" type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>lien - 2017 Transit Connect Van</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ <u>19,866.81</u> Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) <u>7.19</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/12/2018
 MM / DD / YYYY

/s/ John A. Schuh

Signature

Print the name of the person who is completing and signing this claim:

Name John A. Schuh (0015292)
 First name Middle name Last name

Title Attorney at Law

Company Schuh & Goldberg, LLP
 Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2368 Victory Parkway, Suite 650
 Number Street

Cincinnati OH 45206
 City State ZIP Code

Contact phone (513) 321-2662 Email jaschuhohecf@swohio.twbc.com

STATEMENT REGARDING PROOF OF CLAIM

RE: Flipdaddy's, LLC
Case No. 18-14408
2017 Ford Transit Connect Van

The balance due on this claim as of the date of filing is \$19,866.81. The contract provides for monthly payments of \$558.07, due on the 21st day of each month. At the time of the filing the contract was due for the payment due 12/21/2018.

The contract as originally executed is a 60 month contract. 20 payments were made. 40 payments remain to be paid, all of which come due after the filing of the Debtor's case.

STATEMENT OF ACCOUNT
(AS REQUIRED BY RULE 3001)

Amount of Claim: \$19,866.81

Itemization of Claim Amount:

Principal Balance: \$19,808.28

Late Charges: \$-0-

Interest: \$58.53

Fees: \$-0-

John A. Schuh
Ohio Reg. 0015292
Attorney at Law
2368 Victory Parkway, Suite 650
Cincinnati, OH 45206
(513) 321-2662 (phone)
(513) 321-0855 (fax)
jaschuh@ecf.swohio.twcbc.com

OHIO VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 03/07/2017

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

FLIPDADDY'S LLC
7406 JAGER COURT
Cincinnati, OH 45230 HAMILTON

N/A

CREDITOR (Seller Name and Address)


BEECHMONT FORD INC
800 OHIO PIKE
CINCINNATI, OH 45245

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described in this contract for cash or on credit. The cash price is shown on Page 2 as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
7.19 %	\$ 5,506.17	\$ 27,978.03	\$ 33,484.20	of \$ 2,100.00 \$ 35,584.20

1-800-727-7000

 FORD CREDIT

www.fordcredit.com

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
60	\$ 558.07	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
		Starting: 04/21/2017

Prepayment: If you pay off your debt early, you will not have to pay a penalty.

Security Interest: You are giving a security interest in the vehicle being purchased.

Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 7.5 percent of the late amount or \$50.00, whichever is less.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	48	2017 Ford	Transit Connect Van	NM0LS7F71H1307393	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Commercial

Trade-in _____ N/A _____ \$ _____ N/A _____ \$ _____ N/A
 Year and Make Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price \$ 27,109.53 (1)

2. Down Payment

Third Party Rebate Assigned to Creditor..... \$ N/A

Cash Down Payment..... \$ N/A

Manuf. Rebate..... \$ 2,100.00

Trade-in (description above)..... \$ N/A

Total Down Payment..... \$ 2,100.00 (2)

3. Unpaid Balance of Cash Sale Price (1 minus 2) \$ 25,009.53 (3)

4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)

To Public Officials

(i) for license, title & registration fees \$ 33.50 ;

(ii) for official fees \$ N/A ;

(iii) for taxes (not in Cash Sale Price) \$ N/A \$ 33.50

To Insurance Companies for:

Credit Life Insurance..... \$ N/A

Credit Disability Insurance..... \$ N/A

N/A..... \$ N/A

N/A..... \$ N/A

To Ford Extended Service Plan (ES for Service Plan \$ 2,685.00

To BEECHMONT FORD INC for Documentary Fee \$ 250.00

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

To N/A for N/A \$ N/A

Total..... \$ 2,968.50 (4)

5. Amount Financed (3 plus 4)..... \$ 27,978.03 (5)

Debt Cancellation Waiver Addendum (Optional)

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. By signing below you agree to purchase debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

A N/A
 Buyer Signs

INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life

N/A \$ N/A N/A

Insurance Company Premium Insured(s)

You want Credit Life Insurance.

B N/A **B** N/A

Buyer Signs Co-Buyer Signs

Credit Disability

N/A \$ N/A N/A

Insurance Company Premium Insured(s)

You want Credit Disability Insurance.

C N/A **C** N/A

Buyer Signs Co-Buyer Signs

Other Optional Insurance

Coverage	Insurance Company	Premium	Term in Months
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

You want the optional insurance for which premiums are included above.

N/A N/A

Buyer Signs Co-Buyer Signs

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

Anti-Theft Product (Optional)

The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A
N/A	\$	N/A	Term	N/A

D N/A

Buyer Signs

ADDITIONAL AGREEMENTS

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contracts: If your last installment payment under this contract is a balloon payment, you may handle the last installment payment in one of three ways.

First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the lower of the APR contained in this contract or the maximum APR permitted by law. The refinanced monthly payment shall be the same as in this contract. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- (i) replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- (ii) repair all mechanical defects;
- (iii) repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. **If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.**

F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. **If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.**

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

H. Returned Check Charge: You agree to pay a returned check charge of **\$20.00** for each check, draft, or other order of payment that is dishonored for any reason.

I. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

J. Repossession: If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in or on the vehicle when repossessed and hold them for you.

K. Your Right To Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

L. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. If there is any money left a (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

M. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

N. Consumer Reports: You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

O. Servicing and Collection: You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

P. Applicable Law: You agree that this contract will be governed by the laws of the state of Ohio.

Q. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

If the last installment payment under this contract is a balloon payment, Assignee has assigned to QI Exchange, in its capacity as Assignee's qualified intermediary, its rights (but not its obligations) with respect to the purchase and sale of this vehicle.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

R. Electronic Records and Signatures and Conversion to Paper: You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for storing it.

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

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READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and (5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7879 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.*

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guia para compradores de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

Limited Right to Cancel

a) You understand that Seller is delivering the vehicle to you on the date this contract is signed even though the Seller may still need to verify your credit and assign this contract to a financial institution. You agree that Seller has the number of days stated on page 7 of this contract to identify a financial institution that will accept this contract and assign it to that financial institution. If Seller cannot identify a financial institution that will accept this contract on terms acceptable to the Seller within the number of days stated on page 7 of this contract, either you or Seller may cancel this contract.

b) Seller will notify you if Seller elects to cancel this contract under paragraph (a). Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as you bought it except for reasonable wear and tear. If you do not return the vehicle immediately, Seller may obtain it using any available legal remedies and you will be liable for all expenses related to retaking the vehicle. You may cancel this contract under paragraph (a) only by returning the vehicle to Seller in the same condition as you bought it except for reasonable wear and tear. Upon return of the vehicle, Seller must give back to you all consideration you provided to Seller for the purchase of the vehicle. You will have the option of paying the remaining balance to purchase the vehicle or negotiating new financing terms with Seller.

c) The terms of this contract are in full force while the vehicle is in your possession. You agree to maintain the insurance required by this contract and are responsible for any loss or damage to the vehicle. You agree to pay Seller the cost of repairing any damage to the vehicle while it is in your possession and to hold Seller harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the vehicle while it is in your possession.

d) Nothing in this section gives you the right to cancel this contract for reasons unrelated to our assignment of this contract. The terms of this limited right to cancel will survive cancellation of this contract.

LIMITED RIGHT TO CANCEL

By signing below, the Buyer and Co-buyer agree that the section on page 7 of this contract entitled "Limited Right to Cancel" will apply. The limited right to cancel this contract will end when Seller assigns this contract to a financial institution or within N/A days, whichever occurs first.

E N/A
Buyer

E N/A
Co-Buyer

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer X F Highly's LLC by
Signs Brandon Anthony

Co-Buyer X F N/A
Signs

NOTICE TO BUYER

Do not sign this contract before you read it or if it contains any blank spaces.
You are entitled to an exact copy of the contract that you sign.

Buyer (and Co-Buyer) acknowledge that (i) before electronically signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in paper copy of this contract and (ii) at the time of electronically signing this contract, Buyer (and Co-Buyer) received a true and completely filled in paper copy of this contract.

G Highly's LLC by
Brandon Anthony
Buyer Signs

G N/A
Co-Buyer Signs

Seller BEECHMONT FORD INC By H [Signature] Title Finance Mgr

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

GUARANTY

To cause the Seller to sell the vehicle described in this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed paper copy of this contract and this Guaranty at the time of electronically signing.

Guarantor N/A Address N/A
Guarantor N/A Address N/A

ASSIGNMENT

Seller will assign this contract electronically to Ford Motor Credit Company LLC ("Assignee"). That Assignee will then have all the Seller's rights, privileges, and remedies. To contact Assignee about this contract, call 1-800-727-7000, or visit their website at www.fordcredit.com.

Seller BEECHMONT FORD INC **By**  **Title** Finance Mgr

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PO BOX 16520
COLUMBUS, OH 43216-6520

Registrar, Ohio Bureau of Motor Vehicles

Date: 12-11-2018 User: darsmith Customer Name: SCHUH & GOLDBERG LLP

Title Information

Title Number **1302795075** Prev Title Number County Of Residence **31**
Control Number **E89241643** Prev Title State **OH** Reassign State
Title Status **ACTIVE** Title Type **ORIGINAL** Current Status Date **3/22/2017**
Evidence **MCO - IN STATE** Issue Date **3/22/2017** Surrendered To State
Purchase Date **3/7/2017**

Title Trans Comments

Transation Comments

Inactive Reason

Type
Text

Admin Hold

Type
Date
Desc

Property Information

VIN/WIN/MIN **NM0LS7F71H1307393** Year **2017** Property Type **VEHICLE**
Suffix Body Type **VN** Condition **GOOD**
Make **FORD** Desc **FORD** Mileage **48**
Model **TRANSIT CONNECT** Desc **TRANSIT CONNECT** Mileage Brand **ACTUAL**
Conversion Mileage Just Code

Title Chain Comments

Brand Brand Desc
Brand Brand Desc
Brand Brand Desc

Miscellaneous Information

Liens **1** # Active Liens **1** # Owners **1** TOD **0**

Owner Information

Last Name First Name M.I. Suffix
Dealer Permit # Vendor License #
Company Name **FLIPDADDY'S LLC** Dealer Name
Street **7406 JAGER CT**
City **CINCINNATI** State **OH** Country **USA** Zip **45230** International Zip

2nd Owner Information

Last Name First Name M.I. Suffix
Dealer Permit # Vendor License #
Company Name Dealer Name
Street
City State Country Zip International Zip

Last Name		First Name		M.I.		Suffix	
Dealer Permit #		ND000882		Vendor License #		13017769	
Company Name				Dealer Name BEECHMONT FORD INC			
Street		600 OHIO PIKE					
City		CINCINNATI		State		OH	
Country		USA		Zip		45245	
International Zip							

Lien Information

Lien Name	FORD MOTOR CREDIT COMPANY				Status	Active
Street	PO BOX 105704				Issue Date	3/21/2017
City	ATLANTA	State	GA	Zip	30348	Cancel Date

Receipt Information	
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Business Date	3/22/2017	User ID	TLMCEVOY13	Price	28079.00	Trade In	0.00
Total Fees	15.00	Total Taxes	1950.78	Total Paid	1965.78	Change	0.00
Sales Tax Credit	0.00	Exemption Code		Vendor Discount	14.75		
Broker Permit #		Broker Vendor #		Broker Name			